

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Prism Partners, LLC**, a **Oklahoma limited liability company**, whose address is **2121 S. Columbia Ave Ste 650, Tulsa, Oklahoma 74114** ("Lessor") executed that certain Oil, Gas and Mineral Lease dated **July 23, 2007**, unto Dale Property Services, L.L.C., which is recorded as Document Number **D207281869** of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, ("Chesapeake") whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118 ("Lessee"); and

WHEREAS, Total E&P USA, Inc., ("Total") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows. Chesapeake and Total are herein collectively referred to as "Assignees".

WHEREAS, Lessor and Assignees now desire to amend the Lease by extending the primary term of the Lease by an additional three (3) years as hereinafter set forth.

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from said land or land with which said land is pooled hereunder."

NOW THEREFORE, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

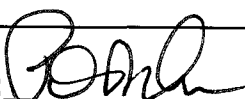
"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of six (6) years from July 23, 2007 (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from said land or land with which said land is pooled hereunder."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify, and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is dated and made effective for all purposes as of the 16th day of July, 2010 ("the Effective Date"), irrespective of the date the same was executed and acknowledged by the parties hereto.

LESSOR: Prism Partners, L.L.C., an Oklahoma limited liability company

By: 

Paul D. Wilson

As: Manager

Acknowledgments

STATE OF Oklahoma

COUNTY OF Tulsa

This instrument was acknowledged before me on 16th day of July, 2010, by Paul D. Wilson, as Manager of Prism Partners, LLC, an Oklahoma limited liability company.

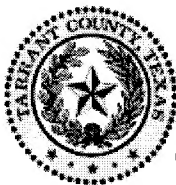


Notary Public State of Oklahoma



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC
2100 ROSS AVE STE 1870
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

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Filed For Registration: 8/5/2010 3:48 PM

Instrument #: D210190022

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PGS

\$20.00

By: _____

Suzanne Henderson

D210190022

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL